IN THE HIGH COURT OF JUDICATURE AT BOMBAY
Appellate Side
Arbitration Petition No.8 of 2006

M/s.Shah Builders Petitioner
Vs.
Union of India & ors. Respondents

Mr.K.K.Waghmare for petitioner.

CORAM: B.H.MARLAPALLE, J.

March 03, 2006.

P.C.

. From the record it is clear that Notice of Motion No.1701 of 2003 filed in Arbitration Application No.111 of 2003 was decided by this Court on 15/7/2003 by directing the Engineer-in-Chief or an officer officiating as Engineer-in-Chief to appoint an officer to be the sole arbitrator in accordance with the arbitration clause as per the contract between the parties.

. In this fresh petition it is contended that the arbitrator declined to entertain the additional claim for compensation and damages due to the prolongation of contract period. Admittedly this claim was not raised when Notice Motion No.1701 of 2003 was decided by this Court. The learned counsel for the petitioner states that this additional claim was raised vide letter dated 19/7/1997 submitted to

the Engineer-in-Chief, Army Headquarters, New Delhi. This statement also does not appear to be correct because in the said letter Claim No.27 and Claim No.28 appear to have been stated. Claim No.27 was in respect of the interest from due date of detention at the rate of 11 per cent per annum and Claim No.28 was for losses suffered as the Department had violated various terms and conditions of contract and in any case for a claim sought to be referred for arbitration in July 1997, this petition under Section 11 is hit by limitations.

. The petition is, therefore, rejected.

(B.H.MARLAPALLE,J.)